

Patrick J. Murphy, WSB No. 5-1779
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WILLIAMS, PORTER, DAY & NEVILLE, PC
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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

BCB CHEYENNE LLC d/b/a BISON)	
BLOCKCHAIN, a Wyoming limited liability)	
company,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 23-CV-79-ABJ
)	
MINEONE WYOMING DATA CENTER)	
)	
LLC, a Delaware limited liability company;)	
MINEONE PARTNERS LLC, a Delaware)	
limited liability company; TERRA)	
CRYPTO, INC., a Delaware corporation;)	
BIT ORIGIN, LTD, a Cayman Island)	
Company; SONICHASH LLC, a Delaware)	
limited liability company; BITMAIN)	
TECHNOLOGIES HOLDING COMPANY,)	
a Cayman Island Company; BITMAIN)	
TECHNOLOGIES GEORGIA LIMITED, a)	
Georgia corporation; and JOHN DOES 1-18,)	
related persons and companies who control)	
or direct some or all of the named)	
Defendants,)	
)	
Defendants.)	

EXHIBIT A
TO BCB CHEYENNE LLC d/b/a BISON BLOCKCHAIN'S
SUBPOENA DUCES TECUM TO CHEYENNE LIGHT, FUEL AND POWER
COMPANY d/b/a BLACK HILLS ENERGY, A SUBSIDIARY OF BLACK HILLS
CORPORATION IN A CIVIL ACTION

Cheyenne Light, Fuel and Power Company (“CLFPC”) (d/b/a Black Hills Energy), a subsidiary of Black Hills Corporation, is commanded to produce copies of the following documents to Patrick J. Murphy at WILLIAMS, PORTER, DAY & NEVILLE, PC at 159 N. Wolcott Street, Suite 400, Casper, WY 82601, or by emailing the documents to pmurphy@wpdn.net by June 20, 2024 at 11:00 a.m., as follows:

DEFINITIONS

1. "Document" shall have the full meaning ascribed to it in Rule 34 of the Federal Rules of Civil Procedure and shall include every writing or record of every type and description, including, but not limited to, agreements, contracts, contract files, correspondence, memoranda, publications, pamphlets, promotional materials, studies, books, tables, charts, graphs, schedules, e-mails, text messages, photographs, films, voice recordings, reports, surveys, analyses, journals, ledgers, telegrams, stenographic or handwritten notes, minutes of meetings, transcripts, financial statements, purchase orders, vouchers, invoices, bills of sale, bills of lading, credit and billing statements, checks, manuals, circulars, bulletins, instructions, sketches, diagrams, computer programs, printouts, punch cards, tabulations, logs, telephone records, desk calendars, diaries, appointment books, computer data, tapes, and disks; and includes all drafts or copies of every such writing or record whenever a draft or copy of a document is not an identical copy of the original or where such draft or copy contains any commentary or notes that do not appear on the original.

2. "Communications" shall mean all written, oral, telephonic, electronic, e-mail, text, or other transmittal of words, thoughts, ideas, and images, including, but not limited to, inquiries, discussions, conversations, negotiations, agreements, understandings, meetings, letters, notes, telegrams, advertisements, press releases, publicity releases, trade releases, and interviews.

3. The term "relating to" shall mean directly or indirectly mentioning or describing, comprising, consisting of, referring to, reflecting on, or being in any way logically or factually connected with the matter discussed.

4. "MineOne Wyoming" shall refer to MineOne Wyoming Data Center LLC.

5. "CLFPC" shall refer to Cheyenne Light, Fuel and Power Company.

DOCUMENTS REQUESTED

I. Please provide all documents and communications relating to MineOne Wyoming's Security Fund under Section 15.2(a) of the April 1, 2024 Amended and Restated Blockchain Interruptible Service Agreement¹, including but not limited to:

- (a) if any amount of the Security Fund has been returned to MineOne Wyoming after May 7, 2024, and if so, how much;
- (b) the current amount of funds held by CLFPC in the Security Fund;
- (c) any and all outstanding amounts owed by MineOne Wyoming under the April 1, 2024 Amended and Restated Blockchain Interruptible Service Agreement that CLFPC expects to retain (or has already retained) from the Security Fund to satisfy MineOne Wyoming's outstanding balance;
- (d) the expected amount² of the Security Fund that CLFPC expects to return to MineOne Wyoming, and
- (e) when CLFPC anticipates returning the remaining balance of the Security Fund to MineOne Wyoming.

¹ According to the April 1, 2024 Amended and Restated BCIS Agreement, MineOne Wyoming "...shall establish, fund, and maintain the Security Fund to a level of \$3,200,000."

² Todd Jacobs sent an email on Monday May 13, 2024 that indicated "[BHE] have enough security to cover current/outstanding bills to MineOne" [BHE Response to 05/21/24 Subpoena 00211] which leads BCB to believe that some amount of the Security Fund is planned for return to MineOne Wyoming.

Please note: All documents and communication requests under this subpoena are being made on an emergency basis. CLFPC's counsel, Todd Brink, has been provided the protective order that was entered in this civil action on December 6, 2023. All documents and communication requested and provided under this subpoena are protected and treated as confidential under this civil action's protective order.

Please email the documents and communication in the request above to pmurphy@wpdn.net by **June 20, 2024 at 11:00 a.m.**

RESPECTFULLY SUBMITTED this 11th day of June 2024.

BCB CHEYENNE LLC d/b/a
BISON BLOCKCHAIN,

Plaintiff



By: _____

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Bison Blockchain*